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12 Attorneys for United States of America

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION

16 UNITED STATES OF AMERICA,) No. C 09-CV-1262-SBA

17 Plaintiff,)

18 v.)

19 APPROXIMATELY \$40,000 IN UNITED) SETTLEMENT AGREEMENT
20 STATES CURRENCY,) AND ORDER

Defendant.)

21 _____)

22 LLOYD WATSON,)

23 Claimant.)

24 The parties stipulate and agree as follows:

25 1. Plaintiff is the United States of America (“United States”). Defendant is \$40,000
26 in United States Currency (“Defendant \$40,000”). After proper notification and publication was
27 given, the only person who filed a timely Claim in this action was the claimant Lloyd Watson.
28 As a result, only claimant Watson has a right to defend Defendant \$40,000. The United States
and claimant Watson are hereafter referred to as the “parties” in this document which is
hereinafter referred to as the “Settlement Agreement” or “Agreement.”

1 2. After full and open discussion, the parties agree to resolve any and all claims
2 against Defendant \$40,000, as well as against any and all past and present officials, employees
3 and agents of the United States, including those at the United States Department of Justice,
4 arising out of the seizure of Defendant \$40,000 and the facts alleged in the Complaint for
5 Forfeiture filed in this lawsuit on or about March 24, 2009.

6 3. The parties agree that the resolution of the lawsuit is based solely on the terms
7 stated in this Settlement Agreement. It is expressly understood that this Agreement has been
8 freely and voluntarily entered into by the parties. The parties further agree that there are no
9 express or implied terms or conditions of settlement, whether oral or written, other than those set
10 forth in this Agreement. This Agreement shall not be modified or supplemented except in
11 writing signed by the parties. The parties have entered into this Agreement in lieu of continued
12 protracted litigation and District Court adjudication.

13 4. The parties further agree that this Settlement Agreement does not constitute
14 precedent on any legal issue for any purpose whatsoever, including all administrative
15 proceedings and any lawsuits.

16 5. The parties agree that claimant Watson releases and discharges the United States,
17 as well as any past and present officials, employees, agents, attorneys, their successors and
18 assigns, from any and all obligations, damages, liabilities and demands of any kind and nature
19 whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising
20 out of the seizure of Defendant \$40,000 and the allegations in plaintiff's Complaint for
21 Forfeiture, filed on March 24, 2009.

22 6. Claimant Lloyd Watson does not contest that the United States has sufficient
23 evidence to support the forfeiture of Defendant \$40,000. However, in order to resolve this case
24 without the expense of further litigation, the parties have agreed that \$34,000 (plus accrued
25 interest) shall be forfeited to the United States and that the remaining \$6,000 (plus accrued
26 interest) shall be returned to claimant Lloyd Watson, by check made payable to claimant Watson
27 and his attorney, Ean Vizzi, and delivered to his attorney, Ean Vizzi, at 506 Broadway Avenue,
28 San Francisco, California, 94133.

1 Such payment shall be in full settlement and satisfaction of any and all claims by Lloyd Watson,
2 his heirs, representatives and assignees to the Defendant \$40,000.

3 7. Claimant Watson shall hold harmless the United States, including its agents,
4 officers, representatives and employees, as well as any and all state and local law enforcement
5 officials, for any and all acts directly or indirectly related to the seizure of Defendant \$40,000,
6 the facts alleged in the Complaint for Forfeiture and the forfeiture of \$34,000 of defendant
7 \$40,000.

8 8. The United States and Claimant Watson agree that each party shall pay their own
9 attorneys' fees and costs.

10 9. Based on the foregoing, the parties agree that the Court shall dismiss this action
11 and enter the government's Proposed Judgment for Forfeiture.

12
13 IT IS SO STIPULATED:

JOSEPH P. RUSSONIELLO
United States Attorney

14
15 Dated: ____ day of _____, 2009

NATALIE K. WIGHT
Special Assistant United States Attorney

16
17 Dated: ____ day of _____, 2009

EAN VIZZI
Attorney for Claimant Lloyd Watson

18
19 Dated: ____ day of _____, 2009

LLOYD WATSON
Claimant

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21
22 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON
23 THIS 6th DAY OF July, 2009.

24
25
26 
HONORABLE SAUNDRA B. ARMSTRONG
United States District Judge